

**MEMORANDUM OF AGREEMENT
BETWEEN
DISTRICT OF COLUMBIA DEPARTMENT OF EMPLOYMENT SERVICES
AND**

**FOR PARTICIPATION IN
THE SHARED WORK UNEMPLOYMENT COMPENSATION PROGRAM**

I. INTRODUCTION

This Memorandum of Agreement (MOA) is entered into by the District of Columbia Department of Employment Services (DOES) and the _____ (EMPLOYER), hereinafter referred to individually as “Party” and collectively as “Parties”, to allow EMPLOYER to participate in the Shared Work Unemployment Compensation Program (Shared Work).

II. BACKGROUND

Shared Work arises out of a recognized need in the District of Columbia to provide EMPLOYERS, impacted by an economic decline, the voluntary opportunity to avert temporary and/or permanent layoffs by reducing the hours of affected units and allowing the employees to share the reduced hours. Employees in affected units that voluntarily participate in the Shared Work Plan, may be eligible for Shared Work benefits, and are required to apply to determine their eligibility.

DOES connects District residents, job seekers, and employers to opportunities and resources that empower fair, safe, effective working communities. In addition, DOES manages Shared Work. DOES, a proud partner of the American Job Center, is an equal opportunity employer/service provider. Translation and interpretation services are available upon request to persons with limited or no English proficiency. Auxiliary aids and services are available upon request to persons with disabilities.

EMPLOYER is a business that has been impacted or is being impacted by an economic decline. EMPLOYER has applied for and been approved by DOES to voluntarily participate in Shared Work.

III. PURPOSE

The purpose of this MOA is to establish operational guidelines and Parties’ responsibilities for voluntary participation in Shared Work.

IV. SCOPE OF SERVICES

A. Pursuant to this MOA, EMPLOYER shall:

1. Comply with the terms of the approved Shared Work Plan, Attachment A.
2. Implement, operate and monitor the Shared Work Plan, in accordance with my obligations under federal and state laws, and as directed by DOES.
3. Submit to DOES an electronic file in an excel/csv format on a schedule coinciding with the internal payroll cycle of EMPLOYER. This file must contain complete information regarding each participating employee to include name, SSN, DOB, address, other contact information, percentage reduction in hours for participating employee, affected unit, date of hire, return to work date, if applicable, any change in status, whether this is the employee's first participating payroll cycle, hours worked for the payroll cycle, any other wages received for the payroll cycle and basic wage information. The timely payment of Shared Work benefits is dependent on the timely submission of this file.
4. Identify, on the electronic file submitted pursuant to Paragraph 3, any participating employees that are separated, during the week of separation, covered by the Shared Work Plan.
5. Provide prior written notice of any modification to the Shared Work Plan to DOES.
6. Provide data and access to affected units, as requested by DOES.
7. Comply with all applicable laws, rules and regulations whether now in force or hereafter enacted or promulgated.

B. Pursuant to this MOA, DOES shall:

1. Provide participating eligible employees a debit card that will be loaded with the Shared Work benefits. This is the only payment vehicle available for Shared Work benefits.
2. Monitor the implementation of the Shared Work Plan to ensure compliance with federal and local law mandates, and the terms of the Shared Work Plan.
3. Take any necessary action to ensure compliance with federal and local law mandates, and the terms of the Shared Work Plan, including disapproval or revocation of a Shared Work Plan.

V. NOTICE

For the purpose of this MOA, the individuals identified below are hereby designated as representatives of the respective Parties for all matters regarding the implementation of this MOA.

Ryan Moore-Lee
UI Tax Chief
Department of Employment Services
Office of Unemployment Compensation
4058 Minnesota Avenue, NE
Washington, DC 20019
Phone: (202) 671-3024
Ryan.Moore-Lee@dc.gov

VI. AUTHORITY FOR MOA

D.C. Official Code § 51-171 et seq and any other authority governing the Parties' programs

VII. MODIFICATION

The terms and conditions of this MOA may be modified only upon prior written agreement by the Parties, during the term Shared Work Plan, Attachment A.

VIII. EFFECTIVE DATE AND DURATION

This MOA will be effective on the same date and for the same duration as the Shared Work Plan, Attachment A.

IX. ANTI-DEFICIENCY ACT

The Parties acknowledge and agree that their respective obligations to fulfill financial obligations of any kind pursuant to any and all provisions of this MOA, or any subsequent agreement entered into by the parties pursuant to this MOA, are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§1341, 1342, 1349, 1351, (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08, (iii) D.C. Official Code § 47-105, and (iv) D.C. Official Code § 1-204.46, as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

X. EMPLOYER CONTRIBUTIONS AND EXPERIENCE RATING

A. Experience-rated Employer

1. An experience-rated employer's reserve account may be charged 100% for Shared Work benefits paid under this Shared Work Plan, unless waived or reduced by federal or state law.
2. These charges may increase Unemployment Insurance contribution tax rates in future years, unless waived by federal or state law.

B. Reimbursable Employer

1. A reimbursable employer may be charged 100% for benefits paid under this Shared Work Plan, unless waived or reduced by federal or state law.
2. In addition, a reimbursable employer will be billed quarterly for the cost of benefits paid under this Shared Work Plan in the same manner as currently billed for other Unemployment Insurance benefits, unless waived by federal or state law.

IN WITNESS WHEREOF, the Parties hereto have executed this MOA as follows:

Monnikka Madison
Senior Deputy Director of Programs
Department of Employment Services

Date

By executing this MOA, I understand and agree to comply with all federal and state mandates, the terms of the Shared Work Plan and any requests made by DOES.

Title

Date